

DUAL ENROLLMENT ARTICULATION AGREEMENT
between
THE UNIVERSITY OF SOUTH FLORIDA SARASOTA-MANATEE
and
SCHOOL BOARD OF SARASOTA COUNTY

THIS AGREEMENT is made and entered into on this 7th date of June 2016 (the "**Effective Date**") by and between **The University of South Florida Sarasota-Manatee Board of Trustees**, a public body corporate ("**USFSM**"), located in Sarasota, Florida, and **The School Board of Sarasota County ("**SCSB**")**, a public body corporate located in Sarasota, Florida.

WHEREAS, Section 1007.271 Florida Statutes encourage universities and private schools to enter into Articulation Agreements on Dual Enrollment programs and,

WHEREAS, USFSM and SCSB desire to enter into a Dual Enrollment Agreement to create opportunities for high school students from SCSB to pursue college level instruction in the Dual Enrollment program at USFSM;

NOW THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

A. Dual Enrollment is a program in which eligible secondary students are permitted to enroll in a postsecondary institution on a part-time basis in courses that are creditable toward the high school diploma and the baccalaureate degree. It is a USFSM requirement that eligible students will be permitted to take one or two courses at USFSM per semester (Fall, Spring, and/or Summer terms).

B. Dual enrollment college level courses are intended to simultaneously fulfill the high school curriculum requirements, meet college/university general education/liberal arts requirements, and satisfy prerequisites for the major or count as elective credit.

C. Enrollment deadlines include application, dual enrollment approval form, test scores, and transcript. All required materials must be submitted to USFSM by the published deadlines below or the students will be ineligible to participate in the dual enrollment program:

Fall 2016 Deadline – June 15, 2016
Spring 2017 Deadline – November 15, 2016
Summer 2017 Deadline – April 14, 2017
Fall 2017 Deadline – June 1, 2017

D. Courses will be open to Dual Enrollment participants on a space-available basis. All student dual enrollment forms will be reviewed after the SCSB dual enrollment deadline to determine demand for specific courses. Students will be worked with on an individual basis to register for courses during the normal non-degree seeking registration period for the term.

E. Dual Enrollment courses and high school credit earned are designated by the Department of Education's common course numbering system and the State Articulation Coordinating

Committee as published in the Dual Enrollment Course-High School Subject Equivalency List. All high schools shall accept the postsecondary courses toward meeting requirements or Section 1003.43 Florida Statutes. Dual enrollment students will only be permitted to enroll in specific courses listed on the current State of Florida Dual Enrollment Course – High School Subject Equivalency list that fall under the subject areas of English, Mathematics, Science, Foreign Language, and Social Studies. These courses are as follows:

ENC 1101	Composition I
ENC 1102	Composition II
MAC 1105	College Algebra
STA 2023	Introductory Statistics I
MAC 1147	Precalculus Algebra and Trigonometry
MAC 2233	Business Calculus
OCE 2001	Introduction to Oceanography
EVR 2001	Introduction to Environmental Science
AMH 2010	American History I
AMH 2020	American History II (since 1877)
POS 2041	American National Government
SPC 2608	Public Speaking
ASL 2140c	Basic American Sign Language I
ASL 2150c	Intermediate American Sign Language

F. In accordance with Section 1007.271(7) Florida Statutes public school students enrolled pursuant to this subsection shall be exempt from the payment of registration, tuition, and required instructional materials. Students' economic responsibilities include but are not limited to the USF ID card, library fees, costs of official transcripts, parking fees, calculators, laptops, and laboratory fees.

II. DUAL ENROLLMENT COURSES (s. 1007.235, F.S.)

A. Eligible Courses

A course may be eligible for dual enrollment, subject to staffing constraints, if it meets the following criteria:

1. Specific courses within the state common course description and numbering system on the current State of Florida Dual Enrollment Course – High School Subject Equivalency list and falls under the subject areas of English, Mathematics, Science, Foreign Language, and Social Studies. These courses are as follows:

ENC 1101	Composition I
ENC 1102	Composition II
MAC 1105	College Algebra
STA 2023	Introductory Statistics I
MAC 1147	Precalculus Algebra and Trigonometry
MAC 2233	Business Calculus
OCE 2001	Introduction to Oceanography

EVR 2001 Introduction to Environmental Science
AMH 2010 American History I
AMH 2020 American History II (since 1877)
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SPC 2608 Public Speaking
ASL 2140c Basic American Sign Language I
ASL 2150c Intermediate American Sign Language

2. fulfills the requirements of an associate or baccalaureate degree;
3. applies toward the student's high school diploma and replaces high school courses in the same discipline that otherwise would have been taken;
4. is approved by the high school principal or designee and university as an acceptable dual enrollment course. All college courses taken by the high school students must be three college credits or more.

B. Ineligible Courses

College preparatory instruction and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill, rather than the intellectual attributes of the activity, and courses not specified in the State of Florida Dual Enrollment Course – High School Equivalency List are not eligible for inclusion in the dual enrollment program.

III. ELIGIBILITY CRITERIA FOR DUAL ENROLLMENT (NON-DEGREE SEEKING)

A. It is a USFSM requirement that students must have at least Junior standing at their high school.

B. Have an unweighted high school grade point average of 3.5 or better. Final approval for admission to USFSM under the Dual Enrollment program is done by the Coordinator of Dual Enrollment for USFSM. Denial of Admissions will be communicated to both the student and the high school of record.

C. Application process at USFSM:

1. Submit proof of the required minimum ACT or SAT scores: 500 on SAT Critical Reading and 500 on SAT Math on SAT taken prior to March 2016; or a score of 21 on ACT Reading and 21 on ACT Mathematics. If SAT test scores from March 2016 and forward are used, the CollegeBoard conversion chart will be used to determine if the new scores meet the requirement. Students who do not meet the Math score requirement can still enroll in subjects other than math and science courses. Test scores can be submitted to USFSM via mail, scanned, or delivered by hand. Some USFSM courses may require higher placement scores or prerequisite coursework in addition to the minimum ACT/SAT scores for dual enrollment eligibility. Below are the courses that require higher placement scores or prerequisite college coursework:

- MAC 1147: Precalculus Algebra and Trigonometry - C (2.0) or better in MAC 1105, or 550 or better SAT Math score on SAT taken prior to March 2016, or 24 or better ACT Math score. If SAT test scores from March 2016 and forward are used, the CollegeBoard conversion chart will be used to determine if the new scores meet the requirement.
- MAC 2233: Business Calculus - C (2.0) or better in MAC 1105, or C (2.0) or better in MAC 1140, or C (2.0) or better in MAC 1147, or 590 or better SAT Math score on SAT taken prior to March 2016, or 26 or better ACT Math score. If SAT test scores from March 2016 and forward are used, the CollegeBoard conversion chart will be used to determine if the new scores meet the requirement.
- ASL 2150c: Intermediate American Sign Language – C (2.0) or better in ASL 2140c

2. Submit a completed application for Non-Degree Seeking Admission online;

3. Submit an approval for Dual Enrollment form to USFSM signed by appropriate SCSB administrators, i.e., principal or designee along with specific course approvals.

IV. INSTITUTIONAL RESPONSIBILITIES

A. SCSB shall maintain the authority to determine any exception and approval of a student's participation in USFSM Dual Enrollment courses. Final approval for dual enrollment is determined by the Coordinator of Dual Enrollment at USFSM. Dual enrollment students will be registered for classes by a USFSM staff member during the non-degree seeking registration time period before the start of each term. Upon request, USFSM staff will visit a high school once a semester to meet with students to complete their dual enrollment form and list their course preferences. It is recommend that students list alternative courses and days and times for their course preferences when possible.

B. The high school principal or designee shall be responsible for approving student eligibility to participate in the program.

C. USFSM shall coordinate students' registration, monitor their academic performance, and communicate with SCSB as needed for tracking students.

V. STUDENT RESPONSIBILITIES

A. Dual Enrollment students cannot take more than two courses per semester and must maintain at least a "C" average in USFSM coursework. Students must also maintain a 3.5 GPA on high school transcript including dual enrollment course final grades.

B. It is the student's responsibility to furnish their high school with an official USFSM transcript for work attempted/completed. Costs of official USFSM transcripts are the responsibility of the student.

C. The student is responsible for transportation to/from the USFSM campus.

D. The student must comply with USF Health and Immunization policy found at <http://www.usf.edu/student-affairs/student-health-services/immunizations/immunocompliance.aspx>. The student's personal immunization records or a printout of the student's immunization records from the SCSB student information system

should accompany a USF Mandatory Immunization Health History Form along with the student's dual enrollment form.

VI. ASSOCIATED FEES AND INSTRUCTIONAL MATERIALS (ss. 1007.27(4) and 1007.271(14) & (15), F.S.)

A. Instructional Materials

1. SCSB high school students who enroll in dual enrollment courses at USFSM will be given a voucher to purchase the text selected by the instructor. This voucher will be accepted by USFSM's Bookstore for purchases of textbooks or other instructional material deemed necessary for the course(s). USFSM will submit an invoice for these vouchers directly to SCSB. Payment shall be rendered within thirty (30) days of receipt.
2. Recovered instructional materials that are reusable are the property of SCSB and shall be retained in inventory by SCSB.

B. Cost of Instruction

1. SCSB shall pay USFSM the standard tuition rate per credit hour for instruction that takes place during the fall or spring semesters, and not summer, on the USFSM campus by university faculty.
2. The method and timing of invoicing and payment shall be agreed upon in writing by the USFSM Regional Vice Chancellor for Business and Financial Affairs and SCSB.
3. A roster of dual enrolled students will be provided to the SCSB 3 days prior to of the start of the fall, spring, and summer semesters. A final roster of dual enrolled students will be provided on the 5th day of classes each semester.
4. Students who do not plan to attend USFSM after being registered for coursework should formally withdraw from classes before the end of the drop/add period for each semester. A hold will be placed on a student's record that will not enable them to drop their course(s) until they contact the USFSM Registrar with this request. The SCSB will not be responsible for tuition for students who enroll in coursework, do not attend or stop attending during the first week of class and do not withdraw from a course. It is recommended that the student notify their school with any plans to withdraw from dual enrollment coursework.

VII. TERMINATION AND REVISION

- A. This Agreement shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the five year period, this Agreement may be renewed by mutual written consent.
- B. This Agreement may be terminated by either party upon ninety (90) days written notice.
- C. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice or to applicants who relied on published

materials offering the courses in which they are enrolled. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their course(s), or each student's departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they depart from the program.

1. Representatives of each institution will review the substance and effectiveness of the Agreement annually.
2. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing.

VIII. GENERAL PROVISIONS

A. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

B. The parties shall not use any party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.

C. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.

D. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return

receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida Sarasota-Manatee:
Dr. Terry A. Osborn
Regional Vice Chancellor for Academic and Student Affairs
8350 N. Tamiami Trail
Sarasota, FL 34243
terryosborn@sar.usf.edu

With Copy to:
Office of the General Counsel
Hilary Black
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

Sarasota County Public Schools
Lori White
Superintendent
1960 Landings Boulevard
Green 3rd Floor
Sarasota, Florida 34231

With Copy to:
Shirley Brown
Chair, SCSB Board
1960 Landings Boulevard
Green 3rd Floor
Sarasota, Florida 34231

E. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Sarasota County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

F. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

G. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

H. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

I. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

**The School Board of
Sarasota County, Florida**

By: _____

Name: Lori White

Its: Superintendent


By: _____

Name: Shirley Brown

Its: Chair

By: _____

**University of South Florida Sarasota-Manatee
Board of Trustees, a public body corporate.**

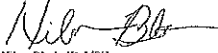
By:  _____

Name: Terry A. Osborn

Its: Regional Vice Chancellor for Academic and
Student Affairs

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Hilary Black, JD, MPH
Associate General Counsel - University of South Florida